

National Aeronautics and  
Space Administration  
**John C. Stennis Space Center**  
Stennis Space Center, MS 39529-6000



August 27, 2009

Reply to Attn of: **Office of Procurement**

Patriot Technologies, LLC  
Attn: Ms. Lori Huthoefer  
4400 Leisure Time Dr.  
Diamondhead, MS 39525-3237

Subject: Contract No. NNS09AA06C, Mod. 1

Enclosed herewith is a copy of the subject modification for your review. Please sign and return the modification to this office.

In addition, it is requested that Patriot Technologies update the Safety and Health Plan included under this contract to address Personal Protective Equipment, specifically Paragraphs 4.1.1 through 4.1.4 on Hazard Prevention. Once revised, the Safety and Health Plan will be reviewed and approved by the Office of Safety and Mission Assurance.

Should you have any questions regarding the above, please contact Rebecca Hopper at (228) 688-3587.

  
Gerald Norris  
Contracting Officer

Enclosure 1

cc:  
QA10/Buddy Newbold

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE SSC		7. ADMINISTERED BY (If other than Item 6) CODE SSC	
NASA/Stennis Space Center Office of Procurement Attn: Rebecca M. Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		NASA/Stennis Space Center Office of Procurement Attn: Rebecca M. Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TECHNOLOGIES LLC Attn: Lori Huthoefer 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C  10B. DATED (SEE ITEM 13) 10/22/2008			
CODE 3FFS3		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4(c), Changes				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) See page 2 of 2.					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Norris	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to incorporate the changes below into the contract. Accordingly, Contract NNS09AA06C is modified to include the following:

1. Section B.7, "Personal Protective Equipment," is hereby added to the basic contract and reads as follows:

#### **B.7 PERSONAL PROTECTIVE EQUIPMENT**

Personal protective equipment (PPE) will be provided to the Contractor on a no-charge basis if it is necessary to satisfy Occupational Safety and Health Act (OSHA) requirements. The Contractor shall notify the Contracting Officer of any requirements for PPE. PPE requirements will be added to each individual Task Order, as necessary.

2. The Statement of Work, Paragraph 2.3 (Safety and Total Health), is hereby modified to include the following:

Personal protective equipment (PPE) will be provided to the Contractor on a no-charge basis if it is necessary to satisfy Occupational Safety and Health Act (OSHA) requirements. PPE requirements will be added to each individual Task Order, as necessary.

3. The installation ombudsman listed in Section I.6, "Ombudsman (NFS 1852.215-84) (Oct 2003)," paragraph (b) of the basic contract is superseded by the following:

Stennis Space Center  
Dr. Richard J. Gilbrech  
Phone: (228) 688-1128  
E-mail: [richard.j.gilbrech@nasa.gov](mailto:richard.j.gilbrech@nasa.gov)

4. Section I.7, "Invoices," is hereby added to the contract and reads as follows:

#### **I.7 INVOICES**

The Contractor shall submit invoices to the following address:

NASA Shared Services Center (NSSC)  
Financial Management Division – Accounts Payable  
Bldg. 1111, Road C  
Stennis Space Center, MS 39529-6000  
Reference: Contract # NNS09AA06C  
E-mail: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

5. The Administrative Assistant standard labor category and job description was inadvertently left off of Attachment B, "DOL Job Descriptions," in the contract. As such, the following standard labor category and job description is hereby added to Attachment B of the contract:


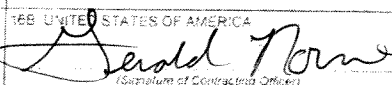
Standard Labor Categories (SLC)	Job Description
Administrative Assistant, Code 01020	In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

6. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

7. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment of the changes noted, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
2 AMENDMENT/MODIFICATION NO.		3 EFFECTIVE DATE		5 PROJECT NO. (If applicable)	
000002		See Block 16C		5	
6 ISSUED BY		7 ADMINISTERED BY (If other than item 6)		CODE	
CODE SSC		SSC		SSC	
NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000			
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(X) 9A AMENDMENT OF SOLICITATION NO.			
PATRIOT TECHNOLOGIES LLC Attn: Lori Huthoefer 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		9B DATED (SEE ITEM 11)			
		X 10A MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C			
		10B DATED (SEE ITEM 13) 10/22/2008			
CODE 3F593		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE					
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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority):					
X FAR Clause 53.212-4(c), Changes					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) See pages 2-5.					

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) Virginia L. Huthoefer, President		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Morris	
15B SIGNATURE OF OFFEROR 		16B UNITED STATES OF AMERICA 	
15C DATE SIGNED 9/29/09		16C DATE SIGNED 9-30-09	

NSN 7540-01-152-8070  
Previous editions unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

The purpose of this modification is to provide an equitable adjustment in the overhead rate as a result of clarifications in the Statement of Work regarding the group lead position. Accordingly, Contract NNS09AA06C is modified to include the following:

1. Section B.1, "Supplies and/or Services to be Furnished," Contract Year 1 through Contract Year 5 CLINs are hereby replaced by the following:

CONTRACT YEAR 1 (November 23, 2008 – June 30, 2009)

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0001	<b>Contract Year 1</b>		
0001A	General Clerk I	\$	\$
0001B	General Clerk II	\$	\$
0001C	General Clerk III	\$	\$
0001D	Personnel Assistant I	\$	\$
0001E	Personnel Assistant II	\$	\$
0001F	Personnel Assistant III	\$	\$
0001G	Secretary I	\$	\$
0001H	Secretary II	\$	\$
0001J	Secretary III	\$	\$
0001K	Administrative Assistant	\$	\$

CONTRACT YEAR 1 – Equitable Adjustment (July 1, 2009 – November 22, 2009)

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0001	<b>Contract Year 1</b>		
0001A	General Clerk I	\$	\$
0001B	General Clerk II	\$	\$
0001C	General Clerk III	\$	\$
0001D	Personnel Assistant I	\$	\$
0001E	Personnel Assistant II	\$	\$
0001F	Personnel Assistant III	\$ (b)(4)	\$ (b)(4)
0001G	Secretary I	\$	\$
0001H	Secretary II	\$	\$
0001J	Secretary III	\$	\$
0001K	Administrative Assistant	\$	\$

CONTRACT YEAR 2

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0002	<b>Contract Year 2</b>		
0002A	General Clerk I	\$	\$
0002B	General Clerk II	\$	\$
0002C	General Clerk III	\$	\$
0002D	Personnel Assistant I	\$	\$
0002E	Personnel Assistant II	\$	\$
0002F	Personnel Assistant III	\$ (b)(4)	\$ (b)(4)
0002G	Secretary I	\$	\$
0002H	Secretary II	\$	\$
0002J	Secretary III	\$	\$
0002K	Administrative Assistant	\$	\$

CONTRACT YEAR 3

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0003	<b>Contract Year 3</b>		
0003A	General Clerk I	\$	\$
0003B	General Clerk II	\$	\$
0003C	General Clerk III	\$	\$
0003D	Personnel Assistant I	\$	\$
0003E	Personnel Assistant II	\$	\$
0003F	Personnel Assistant III	\$ (b)(4)	\$ (b)(4)
0003G	Secretary I	\$	\$
0003H	Secretary II	\$	\$
0003J	Secretary III	\$	\$
0003K	Administrative Assistant	\$	\$

CONTRACT YEAR 4

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0004	<b>Contract Year 4</b>		
0004A	General Clerk I	\$	\$
0004B	General Clerk II	\$	\$
0004C	General Clerk III	\$	\$
0004D	Personnel Assistant I	\$	\$
0004E	Personnel Assistant II	\$	\$
0004F	Personnel Assistant III	\$ (b)(4)	\$ (b)(4)
0004G	Secretary I	\$	\$
0004H	Secretary II	\$	\$
0004J	Secretary III	\$	\$
0004K	Administrative Assistant	\$	\$



CONTRACT YEAR 5

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0005	<b>Contract Year 5</b>		
0005A	General Clerk I	\$ (b)(4)	\$ (b)(4)
0005B	General Clerk II	\$ (b)(4)	\$ (b)(4)
0005C	General Clerk III	\$ (b)(4)	\$ (b)(4)
0005D	Personnel Assistant I	\$ (b)(4)	\$ (b)(4)
0005E	Personnel Assistant II	\$ (b)(4)	\$ (b)(4)
0005F	Personnel Assistant III	\$ (b)(4)	\$ (b)(4)
0005G	Secretary I	\$ (b)(4)	\$ (b)(4)
0005H	Secretary II	\$ (b)(4)	\$ (b)(4)
0005J	Secretary III	\$ (b)(4)	\$ (b)(4)
0005K	Administrative Assistant	\$ (b)(4)	\$ (b)(4)

2. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

3. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment of the changes noted, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE SSC		7. ADMINISTERED BY (If other than Item 6) CODE SSC	
NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TECHNOLOGIES LLC Attn: Lori Ruthoefer 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C			
		10B. DATED (SEE ITEM 13) 10/22/2008			
CODE 3FFS3		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

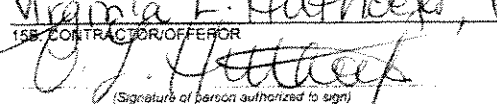

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4(c), Changes

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See pages 2-4.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Virginia L. Ruthoefer, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Norris	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 4/22/2010		16C. DATE SIGNED 4-26-10	

The purpose of this modification is to incorporate the updated Department of Labor (DOL) Wage Determination 2005-2301, Revision 8 dated October 8, 2009. Accordingly, Contract NNS09AA06C is modified to include the following:

1. The updated DOL Wage Determination 2005-2301, Revision 8 dated October 8, 2009, is hereby incorporated in the contract and replaces Attachment A-1 of the contract.
2. As a result of the updated DOL Wage Determination, Section B.1, "Supplies and/or Services to be Furnished," Contract Year 2 through Contract Year 5 CLINs are hereby replaced by the tables below. The new rates below reflect an increase of (b)(4) which is a result of an increase in the minimum Health and Welfare rate required by the above stated wage determination. This increase does not include profit, overhead, or general and administrative costs.

CONTRACT YEAR 2

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0002	<b>Contract Year 2</b>		
0002A	General Clerk I	(b)(4)	(b)(4)
0002B	General Clerk II		
0002C	General Clerk III		
0002D	Personnel Assistant I		
0002E	Personnel Assistant II		
0002F	Personnel Assistant III		
0002G	Secretary I		
0002H	Secretary II		
0002J	Secretary III		
0002K	Administrative Assistant		

CONTRACT YEAR 3

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0003	<b>Contract Year 3</b>		
0003A	General Clerk I	(b)(4)	(b)(4)
0003B	General Clerk II		
0003C	General Clerk III		
0003D	Personnel Assistant I		
0003E	Personnel Assistant II		
0003F	Personnel Assistant III		
0003G	Secretary I		
0003H	Secretary II		
0003J	Secretary III		
0003K	Administrative Assistant		

CONTRACT YEAR 4

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0004	<b>Contract Year 4</b>		
0004A	General Clerk I	(b)(4)	(b)(4)
0004B	General Clerk II		
0004C	General Clerk III		
0004D	Personnel Assistant I		
0004E	Personnel Assistant II		
0004F	Personnel Assistant III		
0004G	Secretary I		
0004H	Secretary II		
0004J	Secretary III		
0004K	Administrative Assistant		

CONTRACT YEAR 5

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0005	<b>Contract Year 5</b>		
0005A	General Clerk I	(b)(4)	(b)(4)
0005B	General Clerk II		
0005C	General Clerk III		
0005D	Personnel Assistant I		
0005E	Personnel Assistant II		
0005F	Personnel Assistant III		
0005G	Secretary I		
0005H	Secretary II		
0005J	Secretary III		
0005K	Administrative Assistant		

3. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

4. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment of the changes noted, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000004

See Block 16C

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Attn: Rebecca Hopper  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
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Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

PATRIOT TECHNOLOGIES LLC  
Attn: Lori Huthoefer  
4400 LEISURE TIME DR  
DIAMONDHEAD MS 39525-3237

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS09AA06C

10B. DATED (SEE ITEM 13)

CODE 3FFS3

FACILITY CODE

10/22/2008

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4(c), Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the changes below into the basic contract. Accordingly, Contract NNS09AA06C is modified to include the following:

1. Section B.8, "Secret Clearance," is hereby added to the basic contract and reads as follows:

Generally, secret clearance is not required for the majority of support under this contract. However, some task orders may require work to be performed in secure areas needing specific access requirements to include secret clearance. The contractor shall comply with controlled/restricted area procedures and instructions, to include proper security clearances. Secret clearance requirements will be addressed and negotiated at the Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Virginia L. Huthoefer, President

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Beth L. Bradley

15B. CONTRACTOR/OFFEROR

  
(Signature of person authorized to sign)

15C. DATE SIGNED

8/18/2010

18B. UNITED STATES OF AMERICA

  
(Signature of Contracting Officer)

18C. DATE SIGNED

8/20/10

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS09AA06C/000004

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
PATRIOT TECHNOLOGIES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>individual task order level, as necessary.</p> <p>2. The installation ombudsman listed in Section I.6, "Ombudsman (NFS 1852.215-84) (Oct 2003)," paragraph (b) of the basic contract is superseded by the following:</p> <p>Stennis Space Center Ken Human Phone: (228) 688-2123 E-mail: Ken.R.Human@nasa.gov</p> <p>3. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.</p> <p>4. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment of the changes noted, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE SSC		7. ADMINISTERED BY (if other than Item 6) CODE SSC	
NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PATRIOT TECHNOLOGIES LLC Attn: Lori Huthoefer 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 3FFS3		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C	
				10B. DATED (SEE ITEM 13) 10/22/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4(c), Changes

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See page 2 of 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Virginia L. Huthoefer, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth L. Bradley	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/14/2010	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 9-17-10



The purpose of this modification is to incorporate FAR Clause 52.232-19, "Availability of Funds for the Next Fiscal Year," into the basic contract. Accordingly, Contract NNS09AA06C is modified to include the following:

1. FAR Clause 52.232-19, "Availability of Funds for the Next Fiscal Year," is hereby incorporated in full text as Section I.8 of the basic contract:

**I.8 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)  
(APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

2. This clause is applicable to the following task orders:

NNS10AA15T  
NNS10AA16T  
NNS10AA20T  
NNS10AA21T  
NNS10AA22T  
NNS10AA23T  
NNS10AA24T  
NNS10AA25T  
NNS10AA99T

3. Contractor's Statement of Release: In consideration of the modification agreed to herein of the changes noted above, the Contractor hereby releases the government from any further liability under this contract for any equitable adjustment attributable to such facts or circumstances giving rise to the contract changes set forth herein.

4. All other terms and conditions remain the same.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE SSC		7. ADMINISTERED BY (if other than Item 6) CODE SSC	
NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000			
8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)  PATRIOT TECHNOLOGIES LLC Attn: Lori Huthoefer 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C			
		10B. DATED (SEE ITEM 13) 10/22/2008			
CODE 3FFS3		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**



CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c), Changes
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See pages 2-3.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Virginia L. Huthoefer, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth L. Bradley	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/1/2010	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/12/10

The purpose of this modification is to incorporate FAR Clause 52.204-2, "Security Requirements," NASA FAR Supplement Clause 1852.204-75, "Security Classification Requirements," and Attachment F (DD Form 254, "Department of Defense Contract Security Classification Specification") into the basic contract. Accordingly, Contract NNS09AA06C is modified to include the following:

1. FAR Clause 52.204-2, "Security Requirements," is hereby incorporated in full text as Section I.9 of the basic contract:

**I.9 SECURITY REQUIREMENTS (FAR 52.204-2) (AUG 1996)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with --

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of Clause)

2. NASA FAR Supplement Clause 1852.204-75, "Security Classification Requirements," is hereby incorporated in full text as Section I.10 of the basic contract:

**I.10 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75)  
(SEP 1989)**



Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "secret." See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment F.

(End of Clause)

3. The DD Form 254, "Contract Security Classification Specification," is hereby incorporated into the contract and is added to Section J.1 as Attachment F.
4. As stated in Section B.8 of the contract, secret clearance requirements will be addressed and negotiated at the individual task order level.
5. Contractor's Statement of Release: In consideration of the modification agreed to herein of the changes noted above, the Contractor hereby releases the government from any further liability under this contract for any equitable adjustment attributable to such facts or circumstances giving rise to the contract changes set forth herein.
6. All other terms and conditions remain the same.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TECHNOLOGIES LLC Attn: Lori Huthoefer 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C	
				10B. DATED (SEE ITEM 13) 10/22/2008	
CODE 3FFS3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See pages 2-4.					

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Virginia L. Huthoefer, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth L. Bradley	
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 11/15/2010		16C. DATE SIGNED 11-16-10	

The purpose of this modification is to incorporate the updated Department of Labor (DOL) Wage Determination 2005-2301, Revision 10 dated June 15, 2010. Accordingly, Contract NNS09AA06C is modified to include the following:

1. The updated DOL Wage Determination 2005-2301, Revision 10 dated June 15, 2010, is hereby incorporated in the contract and replaces Attachment A-1 of the contract.
2. As a result of the updated DOL Wage Determination, Section B.1, "Supplies and/or Services to be Furnished," Contract Year 3 through Contract Year 5 CLINs are hereby replaced by the tables below. The new rates below reflect an increase of (b)(4) which is a result of an increase in the minimum Health and Welfare rate required by the above stated wage determination. This increase does not include profit, overhead, or general and administrative costs.

CONTRACT YEAR 3

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0003	<b>Contract Year 3</b>		
0003A	General Clerk I		
0003B	General Clerk II		
0003C	General Clerk III		
0003D	Personnel Assistant I		
0003E	Personnel Assistant II		
0003F	Personnel Assistant III	(b)(4)	(b)(4)
0003G	Secretary I		
0003H	Secretary II		
0003J	Secretary III		
0003K	Administrative Assistant		

CONTRACT YEAR 4

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0004	<b>Contract Year 4</b>		
0004A	General Clerk I	(b)(4)	(b)(4)
0004B	General Clerk II		
0004C	General Clerk III		
0004D	Personnel Assistant I		
0004E	Personnel Assistant II		
0004F	Personnel Assistant III		
0004G	Secretary I		
0004H	Secretary II		
0004J	Secretary III		
0004K	Administrative Assistant		

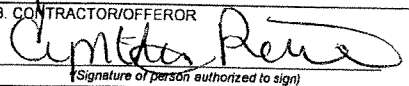
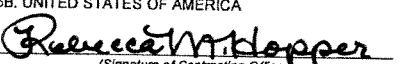
CONTRACT YEAR 5

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>PER PERSON Regular Hourly Rate</b>	<b>PER PERSON Overtime Hourly Rate</b>
0005	<b>Contract Year 5</b>		
0005A	General Clerk I	(b)(4)	(b)(4)
0005B	General Clerk II		
0005C	General Clerk III		
0005D	Personnel Assistant I		
0005E	Personnel Assistant II		
0005F	Personnel Assistant III		
0005G	Secretary I		
0005H	Secretary II		
0005J	Secretary III		
0005K	Administrative Assistant		

3. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

4. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment of the changes noted, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1      2	
2. AMENDMENT/MODIFICATION NO. 000008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TECHNOLOGIES LLC Attn: Cynthia Pierce 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
9C. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C		10B. DATED (SEE ITEM 13) 10/22/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c), Changes			
		D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to change the date in FAR Clause 52.232-19, "Availability of Funds for the Next Fiscal Year," in the basic contract. Accordingly, Contract NNS09AA06C is modified to include the following:					
1. The date in FAR Clause 52.232-19, "Availability of Funds for the Next Fiscal Year," in Section I.8 of the basic contract is hereby changed and reads as follows:					
I.8 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)					
Funds are not presently available for performance under this contract beyond September 30, 2011. The Government's obligation for performance of this contract beyond Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia Pierce, Project Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rebecca M. Hopper		16C. DATE SIGNED 8/16/11	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 8-15-2011		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
NSN 7540-01-152-8070 Previous edition unusable					
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS09AA06C/000008

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
PATRIOT TECHNOLOGIES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.</p> <p>(End of Clause)</p> <p>2. This clause is applicable to the following task orders:</p> <p>NNS11AA15T NNS11AA16T NNS11AA20T NNS11AA21T NNS11AA22T NNS11AA23T NNS11AA24T NNS11AA25T</p> <p>3. Contractor's Statement of Release: In consideration of the modification agreed to herein of the changes noted above, the Contractor hereby releases the government from any further liability under this contract for any equitable adjustment attributable to such facts or circumstances giving rise to the contract changes set forth herein.</p> <p>4. All other terms and conditions remain the same.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000009		3. EFFECTIVE DATE 11/23/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE SSC NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		7. ADMINISTERED BY (If other than Item 6) CODE SSC NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TECHNOLOGIES LLC Attn: Cynthia Pierce 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C	
				10B. DATED (SEE ITEM 13) 10/22/2008	
CODE 3FFS3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See pages 2-3.					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia Pierce, Project Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rebecca M. Hopper	
15B. CONTRACTOR/OFFEROR Cynthia Pierce (Signature of person authorized to sign)	15C. DATE SIGNED 11-15-2011	16B. UNITED STATES OF AMERICA Rebecca M. Hopper (Signature of Contracting Officer)	16C. DATE SIGNED 11/15/2011

The purpose of this modification is to incorporate the updated Department of Labor (DOL) Wage Determination 2005-2301, Revision 11, dated June 13, 2011. Accordingly, Contract NNS09AA06C is modified to include the following:

1. The updated DOL Wage Determination 2005-2301, Revision 11, dated June 13, 2011, is hereby incorporated in the contract and replaces Attachment A-1 of the contract.
2. As a result of the updated DOL Wage Determination, Section B.1, "Supplies and/or Services to be Furnished," Contract Year 4 and Contract Year 5 Contract Line Item Numbers (CLINs) are hereby replaced by the tables below. The new rates below reflect an increase of (b)(4) which is a result of an increase in the minimum Health and Welfare rate required by the above stated wage determination. This increase does not include profit, overhead, or general and administrative costs.

CONTRACT YEAR 4

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0004	<b>Contract Year 4</b>		
0004A	General Clerk I	(b)(4)	(b)(4)
0004B	General Clerk II		
0004C	General Clerk III		
0004D	Personnel Assistant I		
0004E	Personnel Assistant II		
0004F	Personnel Assistant III		
0004G	Secretary I		
0004H	Secretary II		
0004J	Secretary III		
0004K	Administrative Assistant		

CONTRACT YEAR 5

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0005	<b>Contract Year 5</b>		
0005A	General Clerk I	(b)(4)	(b)(4)
0005B	General Clerk II		
0005C	General Clerk III		
0005D	Personnel Assistant I		
0005E	Personnel Assistant II		
0005F	Personnel Assistant III		
0005G	Secretary I		
0005H	Secretary II		
0005J	Secretary III		
0005K	Administrative Assistant		

3. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

4. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment of the changes noted, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.

WD 05-2301 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

\*\*\*\*\*  
 REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

\*\*\*\*\*  
 U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Diane C. Koplewski      Division of  
 Director                      Wage Determinations

Wage Determination No.: 2005-2301  
 Revision No.: 11  
 Date Of Revision: 06/13/2011

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		
01012 - Accounting Clerk II		12.39
01013 - Accounting Clerk III		15.08
01020 - Administrative Assistant		16.77
01040 - Court Reporter		18.76
01051 - Data Entry Operator I		14.61
01052 - Data Entry Operator II		10.76
01060 - Dispatcher, Motor Vehicle		12.08
01070 - Document Preparation Clerk		15.59
01090 - Duplicating Machine Operator		11.31
01111 - General Clerk I		11.31
01112 - General Clerk II		11.03
01113 - General Clerk III		12.04
01120 - Housing Referral Assistant		13.67
01141 - Messenger Courier		16.29
01191 - Order Clerk I		9.56
01192 - Order Clerk II		12.09
01261 - Personnel Assistant (Employment) I		14.67
01262 - Personnel Assistant (Employment) II		13.54
01263 - Personnel Assistant (Employment) III		15.14
01270 - Production Control Clerk		16.89
01280 - Receptionist		18.74
01290 - Rental Clerk		11.19
01300 - Scheduler, Maintenance		10.82
01311 - Secretary I		13.06
01312 - Secretary II		13.06
01313 - Secretary III		14.61
01320 - Service Order Dispatcher		16.29
01410 - Supply Technician		12.47
01420 - Survey Worker		18.10
01531 - Travel Clerk I		13.80
01532 - Travel Clerk II		11.65
01533 - Travel Clerk III		12.37
01611 - Word Processor I		12.97
01612 - Word Processor II		13.29
01613 - Word Processor III		14.92
05000 - Automotive Service Occupations		16.69
05005 - Automobile Body Repairer, Fiberglass		21.73

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05010 - Automotive Electrician	
05040 - Automotive Glass Installer	17.59
05070 - Automotive Worker	16.90
05110 - Mobile Equipment Servicer	16.90
05130 - Motor Equipment Metal Mechanic	15.49
05160 - Motor Equipment Metal Worker	18.27
05190 - Motor Vehicle Mechanic	16.90
05220 - Motor Vehicle Mechanic Helper	19.39
05250 - Motor Vehicle Upholstery Worker	14.84
05280 - Motor Vehicle Wrecker	16.20
05310 - Painter, Automotive	16.90
05340 - Radiator Repair Specialist	17.59
05370 - Tire Repairer	16.90
05400 - Transmission Repair Specialist	12.36
07000 - Food Preparation And Service Occupations	18.27
07010 - Baker	
07041 - Cook I	11.15
07042 - Cook II	10.34
07070 - Dishwasher	11.28
07130 - Food Service Worker	8.77
07210 - Meat Cutter	8.41
07260 - Waiter/Waitress	13.16
09000 - Furniture Maintenance And Repair Occupations	8.83
09010 - Electrostatic Spray Painter	
09040 - Furniture Handler	16.50
09080 - Furniture Refinisher	13.10
09090 - Furniture Refinisher Helper	16.50
09110 - Furniture Repairer, Minor	13.94
09130 - Upholsterer	15.20
11000 - General Services And Support Occupations	16.50
11030 - Cleaner, Vehicles	
11060 - Elevator Operator	9.14
11090 - Gardener	9.14
11122 - Housekeeping Aide	12.62
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	10.53
11240 - Maid or Houseman	10.96
11260 - Pruner	8.89
11270 - Tractor Operator	10.35
11330 - Trail Maintenance Worker	12.20
11360 - Window Cleaner	10.96
12000 - Health Occupations	11.11
12010 - Ambulance Driver	
12011 - Breath Alcohol Technician	14.53
12012 - Certified Occupational Therapist Assistant	15.99
12015 - Certified Physical Therapist Assistant	18.30
12020 - Dental Assistant	16.64
12025 - Dental Hygienist	13.64
12030 - EKG Technician	26.82
12035 - Electroneurodiagnostic Technologist	24.24
12040 - Emergency Medical Technician	24.24
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	14.30
12073 - Licensed Practical Nurse III	15.99
12100 - Medical Assistant	17.83
12130 - Medical Laboratory Technician	13.23
12160 - Medical Record Clerk	13.98
12190 - Medical Record Technician	12.63
12195 - Medical Transcriptionist	14.22
12210 - Nuclear Medicine Technologist	13.85
12221 - Nursing Assistant I	30.24
12222 - Nursing Assistant II	9.73
12223 - Nursing Assistant III	10.94
	11.94

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12224 - Nursing Assistant IV	
12235 - Optical Dispenser	13.40
12236 - Optical Technician	15.66
12250 - Pharmacy Technician	12.82
12280 - Phlebotomist	13.17
12305 - Radiologic Technologist	13.52
12311 - Registered Nurse I	21.02
12312 - Registered Nurse II	22.23
12313 - Registered Nurse II, Specialist	25.94
12314 - Registered Nurse III	27.19
12315 - Registered Nurse III, Anesthetist	32.89
12316 - Registered Nurse IV	32.89
12317 - Scheduler (Drug and Alcohol Testing)	39.42
13000 - Information And Arts Occupations	19.82
13011 - Exhibits Specialist I	
13012 - Exhibits Specialist II	16.83
13013 - Exhibits Specialist III	20.86
13041 - Illustrator I	25.61
13042 - Illustrator II	16.83
13043 - Illustrator III	20.86
13047 - Librarian	25.61
13050 - Library Aide/Clerk	23.09
13054 - Library Information Technology Systems Administrator	9.77
13058 - Library Technician	20.86
13061 - Media Specialist I	12.78
13062 - Media Specialist II	15.05
13063 - Media Specialist III	16.83
13071 - Photographer I	18.77
13072 - Photographer II	12.74
13073 - Photographer III	14.25
13074 - Photographer IV	17.66
13075 - Photographer V	21.74
13110 - Video Teleconference Technician	26.13
14000 - Information Technology Occupations	14.62
14041 - Computer Operator I	
14042 - Computer Operator II	14.48
14043 - Computer Operator III	16.20
14044 - Computer Operator IV	18.76
14045 - Computer Operator V	20.07
14071 - Computer Programmer I	22.22
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	(see 1)
14160 - Personal Computer Support Technician	14.48
15000 - Instructional Occupations	20.07
15010 - Aircrew Training Devices Instructor (Non-Rated)	
15020 - Aircrew Training Devices Instructor (Rated)	27.76
15030 - Air Crew Training Devices Instructor (Pilot)	33.59
15050 - Computer Based Training Specialist / Instructor	40.14
15060 - Educational Technologist	27.76
15070 - Flight Instructor (Pilot)	34.22
15080 - Graphic Artist	40.14
15090 - Technical Instructor	19.42
15095 - Technical Instructor/Course Developer	19.73
15110 - Test Proctor	22.52
15120 - Tutor	15.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	15.92
16010 - Assembler	



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16030 - Counter Attendant	
16040 - Dry Cleaner	8.97
16070 - Finisher, Flatwork, Machine	10.38
16090 - Presser, Hand	8.97
16110 - Presser, Machine, Drycleaning	8.97
16130 - Presser, Machine, Shirts	8.97
16160 - Presser, Machine, Wearing Apparel, Laundry	8.97
16190 - Sewing Machine Operator	8.97
16220 - Tailor	11.00
16250 - Washer, Machine	11.65
19000 - Machine Tool Operation And Repair Occupations	9.36
19010 - Machine-Tool Operator (Tool Room)	
19040 - Tool And Die Maker	18.58
21000 - Materials Handling And Packing Occupations	21.01
21020 - Forklift Operator	
21030 - Material Coordinator	15.50
21040 - Material Expediter	18.74
21050 - Material Handling Laborer	18.74
21071 - Order Filler	11.36
21080 - Production Line Worker (Food Processing)	11.80
21110 - Shipping Packer	15.50
21130 - Shipping/Receiving Clerk	12.52
21140 - Store Worker I	12.52
21150 - Stock Clerk	14.79
21210 - Tools And Parts Attendant	16.50
21410 - Warehouse Specialist	15.50
23000 - Mechanics And Maintenance And Repair Occupations	15.50
23010 - Aerospace Structural Welder	
23021 - Aircraft Mechanic I	24.47
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.47
23040 - Aircraft Mechanic Helper	25.68
23050 - Aircraft, Painter	18.92
23060 - Aircraft Servicer	22.06
23080 - Aircraft Worker	20.66
23110 - Appliance Mechanic	21.56
23120 - Bicycle Repairer	18.58
23125 - Cable Splicer	12.36
23130 - Carpenter, Maintenance	22.88
23140 - Carpet Layer	17.95
23160 - Electrician, Maintenance	14.76
23181 - Electronics Technician Maintenance I	19.75
23182 - Electronics Technician Maintenance II	20.75
23183 - Electronics Technician Maintenance III	21.51
23260 - Fabric Worker	22.25
23290 - Fire Alarm System Mechanic	17.20
23310 - Fire Extinguisher Repairer	20.09
23311 - Fuel Distribution System Mechanic	16.49
23312 - Fuel Distribution System Operator	21.51
23370 - General Maintenance Worker	16.76
23380 - Ground Support Equipment Mechanic	14.91
23381 - Ground Support Equipment Servicer	23.29
23382 - Ground Support Equipment Worker	20.66
23391 - Gunsmith I	21.56
23392 - Gunsmith II	16.49
23393 - Gunsmith III	17.92
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.91
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.90
23430 - Heavy Equipment Mechanic	
23440 - Heavy Equipment Operator	19.16
23460 - Instrument Mechanic	
	18.79
	16.03
	19.91

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23465 - Laboratory/Shelter Mechanic	18.58
23470 - Laborer	11.36
23510 - Locksmith	18.22
23530 - Machinery Maintenance Mechanic	20.21
23550 - Machinist, Maintenance	18.65
23580 - Maintenance Trades Helper	15.22
23591 - Metrology Technician I	19.91
23592 - Metrology Technician II	20.59
23593 - Metrology Technician III	21.20
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.72
23760 - Painter, Maintenance	15.08
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.40
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	19.91
23870 - Scale Mechanic	17.92
23890 - Sheet-Metal Worker, Maintenance	18.08
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	24.20
23932 - Telecommunications Mechanic II	27.78
23950 - Telephone Lineman	20.70
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	18.90
23970 - Woodcraft Worker	19.91
23980 - Woodworker	17.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.61
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	11.01
24620 - Family Readiness And Support Services Coordinator	15.82
24630 - Homemaker	12.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.60
25040 - Sewage Plant Operator	16.13
25070 - Stationary Engineer	19.60
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	15.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.21
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	12.80
27010 - Court Security Officer	15.40
27030 - Detection Dog Handler	15.38
27040 - Detention Officer	12.80
27070 - Firefighter	17.64
27101 - Guard I	11.23
27102 - Guard II	15.38
27131 - Police Officer I	15.75
27132 - Police Officer II	17.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	12.75
28043 - Carnival Equipment Worker	9.60
28210 - Gate Attendant/Gate Tender	14.28
28310 - Lifeguard	12.19
28350 - Park Attendant (Aide)	15.97
28510 - Recreation Aide/Health Facility Attendant	11.66
28515 - Recreation Specialist	19.61
28630 - Sports Official	12.72
28690 - Swimming Pool Operator	17.32
29000 - Stevedoring/Longshoremen Occupational Services	

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29010 - Blocker And Bracer	
29020 - Hatch Tender	20.56
29030 - Line Handler	19.81
29041 - Stevedore I	19.81
29042 - Stevedore II	19.70
30000 - Technical Occupations	21.36
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	35.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	24.66
30021 - Archeological Technician I	27.16
30022 - Archeological Technician II	17.91
30023 - Archeological Technician III	20.08
30030 - Cartographic Technician	24.82
30040 - Civil Engineering Technician	26.10
30061 - Drafter/CAD Operator I	18.35
30062 - Drafter/CAD Operator II	18.63
30063 - Drafter/CAD Operator III	21.06
30064 - Drafter/CAD Operator IV	23.45
30081 - Engineering Technician I	28.86
30082 - Engineering Technician II	16.25
30083 - Engineering Technician III	18.24
30084 - Engineering Technician IV	20.44
30085 - Engineering Technician V	25.28
30086 - Engineering Technician VI	31.68
30090 - Environmental Technician	37.41
30210 - Laboratory Technician	23.70
30240 - Mathematical Technician	18.70
30361 - Paralegal/Legal Assistant I	25.12
30362 - Paralegal/Legal Assistant II	15.77
30363 - Paralegal/Legal Assistant III	19.54
30364 - Paralegal/Legal Assistant IV	23.91
30390 - Photo-Optics Technician	28.92
30461 - Technical Writer I	25.12
30462 - Technical Writer II	24.33
30463 - Technical Writer III	27.26
30491 - Unexploded Ordnance (UXO) Technician I	32.98
30492 - Unexploded Ordnance (UXO) Technician II	22.74
30493 - Unexploded Ordnance (UXO) Technician III	27.51
30494 - Unexploded (UXO) Safety Escort	32.97
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.74
Surface Programs	23.45
30621 - Weather Observer, Senior (see 2)	
31000 - Transportation/Mobile Equipment Operation Occupations	25.12
31020 - Bus Aide	
31030 - Bus Driver	9.59
31043 - Driver Courier	14.48
31260 - Parking and Lot Attendant	12.79
31290 - Shuttle Bus Driver	8.66
31310 - Taxi Driver	13.37
31361 - Truckdriver, Light	10.09
31362 - Truckdriver, Medium	13.37
31363 - Truckdriver, Heavy	15.35
31364 - Truckdriver, Tractor-Trailer	18.33
99000 - Miscellaneous Occupations	18.33
99030 - Cashier	
99050 - Desk Clerk	8.64
99095 - Embalmer	9.43
99251 - Laboratory Animal Caretaker I	22.74
99252 - Laboratory Animal Caretaker II	13.56
99310 - Mortician	13.95
99410 - Pest Controller	22.74
99510 - Photofinishing Worker	12.79
	11.95

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99710 - Recycling Laborer	
99711 - Recycling Specialist	14.77
99730 - Refuse Collector	16.34
99810 - Sales Clerk	13.46
99820 - School Crossing Guard	11.54
99830 - Survey Party Chief	13.99
99831 - Surveying Aide	16.49
99832 - Surveying Technician	10.91
99840 - Vending Machine Attendant	14.98
99841 - Vending Machine Repairer	13.25
99842 - Vending Machine Repairer Helper	15.07
	12.35

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the wage and hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that

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determine whether a class is included in an established wage determination.  
Conformances may not be used to artificially split, combine, or subdivide  
classifications listed in the wage determination.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Attn: Rebecca Hopper Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC		5. PROJECT NO. (If applicable) SSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PATRIOT TECHNOLOGIES LLC Attn: Cynthia Pierce 4400 LEISURE TIME DR DIAMONDHEAD MS 39525-3237		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 3FFS3		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNS09AA06C	
				10B. DATED (SEE ITEM 13) 10/22/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.212-4(c), Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to incorporate the revised "Annual Evaluation Report" (Contract Attachment A-3). Accordingly, Contract NNS09AA06C is modified to include the following:

1. Procurement Notice 04-64, "Contractor Performance Information," revised the NASA FAR Supplement (NFS) to require the use of the Contractor Performance Assessment Reporting System (CPARS) to document contractor performance information, and CPARS replaced the NASA Acquisition Internet Service (NAIS) Past Performance Database (PPDB) application effective June 1, 2011. As a result, the "Annual Evaluation Report" in the basic contract has been revised to align with CPARS and is hereby incorporated in the contract and replaces Attachment A-3.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Cynthia Pierce, Project Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rebecca M. Hopper	
15B. CONTRACTOR/OFFEROR Cynthia Pierce	15C. DATE SIGNED 12-13-2011	16B. UNITED STATES OF AMERICA Rebecca M. Hopper	16C. DATE SIGNED 12/14/2011

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNS09AA06C/000010	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR  
PATRIOT TECHNOLOGIES LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. As a result of the revised "Annual Evaluation Report," the page number for Attachment A-3 listed in Section J.1, "List of Attachments," is hereby changed from 1 page to 5 pages.</p> <p>3. Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.</p> <p>4. Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment of the changes noted, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.</p>				

**ADMINISTRATIVE/CLERICAL SUPPORT SERVICES CONTRACT  
PAST PERFORMANCE EVALUATION**

Contract Year: \_\_\_\_\_

Performance Period: \_\_\_\_\_

Task Order: \_\_\_\_\_

The services required under the Administrative/Clerical Support Services Contract include the following:

- General Office Services:
  - Telephone Services
  - Appointment and Schedule Services
  - Visitor Services
  - Meeting Services, Telecommunication Services, and Scheduling Conference Rooms
  - Information Dissemination
  - Coordination of Supplies Ordering
  - Copying/Faxing/Graphics/Photo Services/Mailing (Federal Express)
  - Records Management
- Data Management Services:
  - Desktop Processing
  - Travel Coordination
  - Correspondence Tracking
- Time and Labor Collection
- Property Coordination
- Move Coordination
- Training Coordination
- Information Services Coordination
- Special Events Coordination
- Miscellaneous Activities

Provide evaluation ratings for Quality of Service, Schedule, Business Relations, and Management of Key Personnel. Definitions for each evaluation rating are provided at the end of this form. In assessing each element, consideration should be given to the full scope of work above.

Quality of Service: Assess the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards).

Ratings:

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory      N/A

Narrative:

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Schedule: Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or effect the schedule variance). This assessment of the contractor's adherence to the required delivery schedule should include the contractor's efforts during the assessment period that contribute to or effect the schedule variance. Instances of adverse actions such as the assessment of liquidated damages, or issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems which may have resulted in variance to the contract schedule and should therefore be noted in the evaluation.

Ratings:

Exceptional      Very Good      Satisfactory      Marginal      Unsatisfactory      N/A

Narrative:

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Business Relations: Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts.

Include, as applicable, information on the following:

- Is the contractor oriented toward the customer?
- Is interaction between the contractor and the government satisfactory or does it need improvement?

Ratings:

Exceptional    Very Good    Satisfactory    Marginal    Unsatisfactory    N/A

Narrative:

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Management of Key Personnel: Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

- For example, how well did the contractor match the qualifications of the key position, as described in the contract, with the person who filled the key position? Did the contractor support key personnel so they were able to work effectively? If a key person did not perform well, what action was taken by the contractor to correct this? If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

Ratings:

Exceptional    Very Good    Satisfactory    Marginal    Unsatisfactory    N/A

Narrative:

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## **EVALUATION RATINGS DEFINITIONS:**

### Exceptional

Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Note: To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.

### Very Good

Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Note: To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.

### Satisfactory

Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

### Marginal

Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Note: To justify a Marginal rating, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

#### Unsatisfactory

Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports or letters).